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BEFORE THE POSTAL REGULATORY COMMISSION WASHINGTON, D.C. 20268–0001

COMPETITIVE PRODUCT PRICES
PRIORITY MAIL EXPRESS &
PRIORITY MAIL CONTRACT 133 (MC2022-72)
NEGOTIATED SERVICE AGREEMENT

Docket No. CP2022-78

USPS NOTICE OF AMENDMENT TO PRIORITY MAIL EXPRESS & PRIORITY MAIL CONTRACT 133, FILED UNDER SEAL

(December 29, 2022)

The Postal Service hereby provides notice that the terms of Priority Mail Express & Priority Mail Contract 133, in the above-captioned proceeding, have changed as contemplated by the contract's terms. A redacted version of the amendment to Priority Mail Express & Priority Mail Contract 133 is provided in Attachment A, and the unredacted amendment is being filed under seal. The amendment will become effective three business days following the day that the Commission completes its review of this filing.

This amendment will not materially affect the cost coverage of Priority Mail

Express & Priority Mail Contract 133. Therefore, the supporting financial documentation
and financial certification initially filed in this docket remain applicable. The Postal

Service hereby incorporates by reference the Application for Non-Public Treatment
originally filed in this docket, for the protection of the customer-identifying information
that has been filed under seal.

Respectfully submitted,

UNITED STATES POSTAL SERVICE

By its attorney:

Sean C. Robinson

475 L'Enfant Plaza, SW Washington, D.C. 20260-1137 (202) 268-8405 Sean.C.Robinson@usps.gov December 29, 2022

ATTACHMENT A

REDACTED AMENDMENT TO PRIORITY MAIL EXPRESS & PRIORITY MAIL CONTRACT 133

AMENDMENT #1 OF SHIPPING SERVICES CONTRACT BETWEEN THE UNITED STATES POSTAL SERVICE

REGARDING PRIORITY MAIL EXPRESS AND PRIORITY MAIL SERVICE

WHEREAS, the United States Postal Service (the "Postal Service") and ("Customer") entered into a Shipping Services Contract, Priority Mail Express & Priority Mail Contract 133/Docket No. CP2022-78, regarding Priority Mail Express and Priority Mail, on June 1, 2022.

WHEREAS, the Parties desire to amend the Preamble of the Contract, and the terms in Sections II and IV of the Contract.

NOW, THEREFORE, the Parties agree that the Contract is hereby amended as detailed below. The existing Contract remains unchanged in all other respects. This Amendment shall become effective three (3) business days following the day on which the Commission issues all necessary regulatory approval.

[Replace the Preamble and Sections II and IV, as follows.]

This Shipping Services Contract (as it may be amended, restated, supplemented or otherwise modified from time to time, and together with all attachments hereto, "SSC" or "Contract") is made by and between a corporation organized and existing under the laws of a with its principal office at the collectively, "Customer"), and the United States Postal Service, an independent establishment of the Executive Branch of the United States Government established by the Postal Reorganization Act, Public Law 91-375, with its principal office at 475 L'Enfant Plaza, SW, Washington, DC 20260 (the "Postal Service"). The Postal Service and Customer are referred to herein collectively as the "Parties" and each as a "Party".

II. Marketplace and Merchant Data Requirements

A. The Parties (1) acknowledge and agree that the Appendix to Shipping Services Contract attached hereto is hereby incorporated into and made a part of this Contract by this reference; and (2) agree to comply with the terms set forth therein as if fully set forth herein.



IV. Expiration Date and Termination

A. Expiration

1. Unless the Effective Date of this Contract occurs between December 1st and March 31st, this Contract shall expire three (3) years from the Effective Date, unless (a) terminated by either Party with thirty (30) calendar days' notice to the other Party in writing pursuant to Section IV.B.1; (b) terminated by either Party pursuant to Section IV.B.2; (c) renewed by mutual agreement in writing and subsequent approval by the Commission; (d) superseded by a subsequent contract between the Parties; (e) ordered by the Commission or a court; or (f) required to comply with subsequently enacted legislation.

2. If the Effective Date of this Contract occurs between December 1st and March 31st, the Contract will expire on March 31st following the third anniversary of the Contract's Effective Date, unless (a) terminated by either Party with thirty (30) calendar days' notice to the other Party in writing pursuant to Section IV.B.1; (b) terminated by either Party pursuant to Section IV.B.2; (c) renewed by mutual agreement in writing and subsequent approval by the Commission; (d) superseded by a subsequent contract between the Parties; (e) ordered by the Commission or a court; or (f) required to comply with subsequently enacted legislation.

B. Termination

- 1. Termination for Convenience. Each Party reserves the right to terminate this Contract for convenience, without penalty, with thirty (30) calendar days' written notice to the other Party.
- 2. Termination for Breach. If either Party breaches any material term of this Contract and fails to cure such breach within five (5) business days after receiving written notice from the non-breaching Party describing such breach, the non-breaching Party may immediately terminate this Contract in its entirety. In addition, if the Postal Service determines that Customer has breached any material term of this Contract, the Postal Service shall have the right to immediately suspend the Customer's access to Contract Package Discounts or terminate or suspend Customer's authority to offer access to Contract Packages to one or more while Customer cures such breach. At the sole discretion of the Postal Service, Customer shall pay the difference between prevailing published prices and Contract prices on all Contract Packages shipped during the time period of such breach, but not to exceed one year. Notwithstanding anything to the contrary set forth in the Contract, either Party may pursue to the full extent available any and all remedies that may be available at law, equity or under the Contract.

C. Extension

If, at the conclusion of this Contract term, both Parties agree that preparation of a successor contract is active, this Contract may be extended for up to two (2) ninety (90) calendar day periods, with official notice filed with the Commission at least seven (7) calendar days prior to the Contract's expiration date.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed as of the later date below:

UNITED STATES DOOR A STRUCE	
Signed	Shibani Gambhir
Printed Name: Shibani Gambhir	
Title:_	Vice President Business Development
Date:_	12/29/2022

